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5. EVIDENCE—*Dealings between two corporations—Death of agent of one.* In an action by a corporation against another corporation, the death of the agent who negotiated the contract on behalf of the defendant does not disqualify from testifying an agent of the plaintiff who did not negotiate the contract on its behalf, even if it disqualified the plaintiff's negotiating agent. A letter signed "A by B" is A's letter.

6. EVIDENCE—*Contract for reasonable wages—Evidence of what is reasonable.* In an action on a contract whereby the plaintiff agrees to furnish to the defendants engineers "at a reasonable rate of wages," it is competent for the plaintiff to prove what would be a reasonable charge for the engineers furnished.

7. VARIANCE—*Declaration and proof—Action against one, account against two.* There is no variance between the allegation and the proof where the declaration avers a contract with the defendant, and the proof shows that the contract was made through an agent who disclosed the defendant as his principal. The account filed with the declaration was against the defendant and another, and is sufficient; the plaintiff having offered to strike out the name of the other and it not having been done because the defendant objected.

8. CORPORATIONS—*Denial of existence—Sufficiency of affidavit.* An affidavit which denies the existence of any such corporation as the defendant corporation at the time of the institution of plaintiff's suit, but does not deny the existence of such corporation at the time of the contract sued on, is not sufficient under section 3280 of the Code to put the plaintiff to proof of the existence of such a corporation.

9. PRINCIPAL AND AGENT—*Agent contracting for disclosed principal—Presumption—Burden of proof—Case at bar—Prior suit against agent—Election.* An agent who fully discloses his agency and the name of his principal, and contracts only as the agent of his principal incurs no personal responsibility. While he may bind himself personally, the presumption is otherwise, and the burden of proof is on him who undertakes to establish the agent's personal liability. In the case at bar it is clear that the agent contracted for a disclosed principal, that credit was extended to the principal, the benefits of the contract were accepted by the principal, and there is no personal responsibility on the agent. The mere fact that the plaintiff instituted a suit on the contract against the agent, which suit has never been prosecuted, cannot relieve the principal from liability on the contract. In this case there were not "two concurrent debtors for the same debt."

NAPIER V. PRISON ASSOCIATION OF VIRGINIA.—Decided at Richmond, December 9, 1897.—Harrison, J. Absent, Cardwell, J:

1. PRISON ASSOCIATION—*Commitment before conviction.* Under the provisions of the statute (Acts 1895-'6, p. 658) a Hustings Court may commit to the Prison Association of Virginia, before conviction, an infant who has neither parent nor legal guardian to consent to such commitment, although the infant does not consent thereto.